

ATTACHMENT A

CERTIFICATION OF UBS GROUP AG, UBS AG, AND UBS BUSINESS SOLUTIONS AG

To: United States Department of Justice
Tax Division
Attention: Chief, Southern Criminal Enforcement Section

United States Attorney's Office
Eastern District of Virginia
Attention: U.S. Attorney

Re: Certifications of UBS Group AG, UBS AG, and UBS Business Solutions AG

UBS Group AG hereby acknowledges that CREDIT SUISSE SERVICES AG—a wholly owned subsidiary of UBS Business Solutions AG which in turn is a wholly owned subsidiary of UBS Group AG—has agreed with the United States Department of Justice, Tax Division and the United States Attorney's Office for the Eastern District of Virginia (collectively the "Offices") to plead guilty in the Eastern District of Virginia pursuant to the attached Plea Agreement and to make other commitments as reflected in the Plea Agreement and its Attachments.

UBS Group AG and the Offices acknowledge that, as part of UBS's plan of merger with Credit Suisse Group AG, in the second quarter of 2025, CREDIT SUISSE SERVICES AG is expected to merge with UBS Business Solutions AG (also known as BUSO) (collectively hereafter with any successors in interest to the merged entity, the "Subsidiaries"). The merged entity will have a new name that has not yet been determined. CREDIT SUISSE SERVICES AG will notify the Offices within three business days of the date that the merger has occurred.

UBS Group AG, UBS AG, and UBS Business Solutions, which are not defendants in this matter, hereby agree as follows:

(1) to undertake the cooperation commitments set forth in Paragraph 8 of the Plea Agreement and Attachments;

(2) to undertake the following cooperation commitments as successor in interest to

Credit Suisse AG:

a. during the Term of the Agreement, submit quarterly reports, or cause the defendant to submit, to the Offices regarding the status of Legacy Credit Suisse U.S. Accounts for which the bank does not have indicia of tax compliance and remediation efforts in the Switzerland booking center, including (i) the provision of information about the monitoring and closing of Legacy Credit Suisse U.S. Accounts, (ii) the provision of statistical data about the number of Legacy Credit Suisse U.S. Accounts transitioned to UBS, refused onboarding, and/or closed during the quarter, and (iii) information about future plans to change, implement, and/or enforce compliance efforts; and

b. test and report to the Offices the results of the integration of Credit Suisse AG and UBS AG's U.S. tax compliance programs with respect to its U.S. cross-border business, on a schedule to be approved by the Offices; and

(3) to undertake the disclosure and certification undertaking set forth in Paragraph 8.b(7) of the Plea Agreement and ensure that the defendant truthfully, completely, and timely discloses all factual information required by the Plea Agreement, including any evidence, allegations, and internal or external investigations related to the Offices' Investigation about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of UBS Group AG to assist the defendant in meeting its cooperation obligations under the Agreement, including by providing to the Offices, upon request, any document, record, or other tangible evidence about which the Offices may inquire, including evidence that is responsive to any requests relating to the Office's Investigation made prior to the execution of this Agreement. This obligation is subject to applicable law and privileges, including the attorney-client privilege and applicable confidentiality laws;

(4) to ensure that UBS Group AG, UBS AG, and the Subsidiaries fully comply with

their commitments in the Plea Agreement and Attachments—including but not limited to the applicable cooperation, disclosure, and compliance commitments made in Paragraph 8 of CREDIT SUISSE SERVICES AG's Plea Agreement and Attachments;

(5) to execute, through designated executives, Attachment F to the Plea Agreement at the end of the term of probation, certifying the defendant's, UBS Group AG's, UBS AG's, and the Subsidiaries' compliance with the disclosure obligations in the Plea Agreement and Attachments;

(6) during the Term of the Agreement, UBS Business Solutions AG shall commit no violations of the federal criminal laws of the United States;

(7) UBS Group AG, UBS AG, and UBS Business Solutions AG shall not make or cause to be made, through their attorneys, boards of directors, agents, officers, employees, consultants, or authorized agents (including contractors, subcontractors, or representatives), including any person or entity controlled by any of them, any public statement contradicting or excusing any statement of fact contained in the Statement of Facts, and if it or any of their direct or indirect subsidiaries or affiliates make any affirmative public statement in connection with the Plea Agreement, including via press release, press conference remarks, or a scripted statement to investors, UBS AG shall first consult the Offices to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Subsidiaries; and (b) whether the Offices have any objection to the release or statement;

(8) to agree to the undertakings regarding any change in corporate form described in Paragraph 2 of the Plea Agreement, including but not limited to, agreeing to entry of an order of substitution of the entity subject to any term of probation as the successor in interest to CREDIT SUISSE SERVICES AG, or other acquiror; ensure that in the event of any change in corporate form, the acquiror agrees to the obligations set forth in the Plea Agreement and acknowledges the Statement of Facts; and notify the Offices of any anticipated change in corporate form at least 60

days in advance;

(9) that in the event of a breach of the Plea Agreement, any prosecution relating to the conduct described in the Information and the Statement of Facts or relating to conduct known to the Offices prior to the date on which the Plea Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of the Plea Agreement may be commenced against any successor in interest, including, potentially, a member of the UBS Group AG, including UBS AG and/or UBS Business Solutions AG, notwithstanding the expiration of the statute of limitations, between the signing of this Plea Agreement and the expiration of the term of probation plus one year. UBS Group AG, including UBS AG and/or UBS Business Solutions AG, agree to waive any claims that (a) UBS entities are not successors in interest of Credit Suisse entities or (b) the actions of either UBS or CS subsidiaries are not imputed to their parent companies. Thus, UBS Group AG agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of the Plea Agreement shall be tolled for the term of probation plus one year;

(10) that in the event of a breach of the Plea Agreement, UBS Group AG, UBS AG, UBS Business Solutions AG, and/or any successor in interest shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charge in the Information described in Paragraph 3 and Attachment C of the Plea Agreement, which may be pursued by the Offices in the U.S. District Court for the Eastern District of Virginia or any other appropriate venue; and


(11) to voluntarily waive and give up the rights enumerated in Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 and agree that, as of the date CREDIT SUISSE SERVICES AG signs the Plea Agreement, UBS Group AG, UBS AG, and UBS Solutions AG will not dispute the Statement of Facts and the Statement of Facts shall be admissible against UBS

Group AG, UBS AG, UBS Business Solutions AG, or any successor in interest in any criminal case involving the Offices as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. UBS Group AG, UBS AG, and UBS Business Solutions AG agree not to assert any claim under the Federal Rules of Evidence (including Rule 410 of the Federal Rules of Evidence), the Federal Rules of Criminal Procedure (including Rule 11 of the Federal Rules of Criminal Procedure), or the United States Sentencing Guidelines (including U.S.S.G. § 1B1.1(a)) that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence (in any form). Specifically, UBS Group AG, UBS AG and UBS Business Solutions AG understand and agree that any statements that Credit Suisse AG, CREDIT SUISSE SERVICES AG, UBS Group AG, UBS AG, or UBS Business Solutions AG made during the investigation or make in the course of CREDIT SUISSE SERVICES AG's guilty plea or in connection with the Plea Agreement are admissible against UBS Group AG, UBS AG, UBS Business Solutions AG, and/or any successor in interest for any purpose in any U.S. federal criminal proceeding.

Failure to fully execute and comply with the above agreements shall be the basis for a breach of the Plea Agreement consistent with the provisions concerning claimed breaches in the Plea Agreement.

Nothing in this Agreement shall require UBS Group AG, UBS AG, or UBS Business Solutions AG to waive any protections of the attorney-client privilege, attorney work-product doctrine, or any other applicable privilege. Nothing in this Agreement shall require UBS Group AG, UBS AG, or UBS Business Solutions AG to violate the law of any jurisdiction in which it operates.

The undersigned are duly authorized by the respective Boards of Directors to sign this Certification on behalf of the respective Boards of Directors.

By: 
Barbara Levi
Group General Counsel
UBS GROUP AG
UBS AG
UBS BUSINESS SOLUTIONS AG

Dated: 5 May 2025

By: 
Todd Tuckner
Group Chief Financial Officer
UBS GROUP AG
UBS AG
UBS BUSINESS SOLUTIONS AG

Dated: 5 May 2025